

I would call your attention to the construction of the Pacific Railroad. Time and reflection have but served to confirm me in the truth and justice of the observations which I made on this subject in my last annual message to which I beg leave respectfully to refer.

It is freely admitted that it would be expedient for this government to exercise the power of constructing the Pacific Railroad by its own immediate agents. Such a policy would increase the patronage of the executive to a dangerous extent, and introduce a system of jobbing and corruption which no vigilance on the part of federal officials could either prevent or detect. This can only be done by the keen eye and active and careful supervision, of individual and private interest. The construction of this road ought, therefore, to be committed to companies incorporated by the States, or other agencies whose pecuniary interests would be directly involved. Congress might then assist them in the work by grants of land or money, or both; under such conditions and restrictions as would secure the transportation of troops and munitions of war free from any charge, and that of the United States mail at a fair and reasonable price.

The progress of events since the commencement of your last session, has shown how soon difficulties disappear before a firm, determined resolution. At that time such a road was deemed by wise and patriotic men to be a visionary project. The great distance to be overcome, and the intervening mountains and deserts in the way, were obstacles which, in the opinions of many could not be surmounted. Now, after the lapse of but a single year, these obstacles, it has been discovered, are far less formidable than they were supposed to be; and mail stages, with passengers, now pass and repass regularly twice in each week, by a common road between San Francisco and St. Louis and Memphis, in less than twenty-five days. The service has been regularly performed as it was in former years between New York and this city.

While disclaiming all authority to appropriate money for the construction of this road, except that derived from the war making power of the constitution, there are important collateral considerations urging us to undertake the work as speedily as possible.

The first and most momentous of these, is that such a road would be a powerful bond of union between the States east and west of the Rocky Mountains. This is so self-evident as to require no illustration.

But again, in a commercial point of view, I consider this the great question of the day. With the eastern front of our Republic stretching along the Atlantic, and its western front along the Pacific, if all the parts should be united by a safe, easy, and rapid communication, we must necessarily command a very large portion of the trade both from Europe and Asia. Our recent treaties with China and Japan will open these rich and populous empires to our commerce; and the history of the world proves that the nation which has gained possession of trade with Eastern Asia has always become wealthy and powerful. The peculiar geographical position of California and our Pacific possessions, invites American capital and enterprise into this fruitful field. To reap the rich harvest, however, it is an indispensable prerequisite, that we shall first have a railroad, to convey and circulate its products throughout every portion of the Union. Besides such a railroad through our temperate latitude, which would not be impeded by the frosts and snows of winter, nor by the tropical heats of summer, would attract to itself much of the travel and trade of all nations passing between Europe and Asia.

On the 21st of August last, Lieut. J. N. Maffei of the United States Brig Dolphin, captured the slave schooner, formerly the Putnam of New Orleans, near Key Verde, on the coast of Cuba, with more than three hundred African negroes on board. The prize, under the command of Lieut. Bradford, of the United States Navy, arrived at Charleston on the 27th of August; when the negroes, three hundred and six in number, were delivered into the custody of the United States Marshal for the District of South Carolina. They were first placed in Castle Pinckney, and afterwards in Fort Sumter, for safe keeping, and were detained there until the 19th of September, when the survivors, two hundred and seventy-one in number, were delivered on board the United States steamer Niagara, to be transported to the coast of Africa, under the charge of the agent of the United States pursuant to the provisions of the act of the 3d of March, 1819, "in addition to the acts prohibiting the slave trade." Under the second section of this act, the President is "authorized to make such regulations and arrangements as he may deem expedient, for the safe keeping, support and removal beyond the limits of the United States, of all such negroes, mulattoes or persons of color," captured by vessels of the United States, as may be delivered to the Marshal of the district into which they are brought; "and to appoint a proper person or persons residing upon the coast of Africa as agent or agents for receiving the negroes, mulattoes or persons of color, delivered from the coast vessels seized in the prosecution of the slave trade by commanders of United States armed vessels."

A doubt immediately arose as to the true construction of this act. It is quite clear from its terms that the President was authorized to provide "for the safe keeping, support and removal" of these negroes up till the time of their delivery to the agent on the coast of Africa; but no express provision was made for their protection and support after they had reached their place of destination. Still, an agent was to be appointed to receive them in Africa; and it could not have been supposed that Congress intended that he should desert them at the moment they were received and turn them loose on that inhospitable coast to perish for want of food, or to become again the victims of the slave trade. Had this been the in-

tenion of Congress, the employment of an agent to receive them, who is required to reside on the coast, was unnecessary, and they might have been landed by our vessels anywhere in Africa, and left exposed to the sufferings and the fate which would certainly await them.

Mr. Monroe, in his special message of 17th December, 1819, at the first session after the act passed, announced to Congress what, in his opinion, was its true construction. He believed it to be his duty under it, to follow these unfortunate into Africa, and make provisions for them, until they should be able to provide for themselves. In communicating this interpretation of the act of Congress, he stated that some doubt had been entertained as to its true intent and meaning, and he submitted the question to them, so that they might, "should it be deemed advisable, amend the same before further proceedings are had under it. Nothing was done by Congress to explore the act, and Mr. Monroe proceeded to carry into execution, according to his own interpretation. This, then, became the practical construction. When the Africans from on board the Echo were delivered to the Marshal at Charleston, it became my duty to consider what disposition ought to be made of them under the law. For many reasons, it was expedient to remove them from that locality as speedily as possible. Although the conduct of the authorities and citizens of Charleston, in giving countenance to the execution of the law, was just what might have been expected from their high character, yet the prolonged continuance of three hundred Africans in the immediate vicinity of that city, could not have failed to become a source of inconvenience and anxiety to the inhabitants.

Where to send them, was the question. There was no portion of the coast of Africa, to which they could be removed with any regard to humanity, except Liberia. Under these circumstances, an agreement was entered into with the Colonization Society on the 7th of September last, a copy of which is transmitted, under which the Society engaged, for the consideration of forty-five thousand dollars, to receive these Africans in Liberia from the agent of the United States and furnish them during the period of one year thereafter with comfortable shelter, clothing, provisions and medical attendance, causing the children to receive schooling, and all, whether children or adults, to be instructed in the arts of civilized life, suitable to their condition. This aggregate of forty-five thousand dollars, was based upon an allowance of one hundred and fifty dollars for each individual, and as there had been considerable mortality among them, and may be more before they reach Africa, the society have agreed, in an equitable spirit, to make such a deduction from the amount, as under the circumstances may appear just and reasonable. This cannot be fixed until we shall ascertain the actual number which may become a charge to the society.

It was also distinctly agreed that, under no circumstance, shall this government be called upon for any additional expenses.

The agents of the society manifested a laudible desire to conform to the wishes of the government, throughout the transaction. They assured me that after a careful calculation, they would be required to expend the sum of one hundred and fifty dollars on each individual in complying with the agreement, and they would have nothing left to remunerate them for their trouble, and responsibility. At all events, I could make no better arrangement, and there was no other alternative. During the period when the government itself, through its own agents, undertook the task of providing for captured negroes in Africa, the cost per head was very much greater.

There having been no outstanding appropriation applicable to the purpose, I could not advance any money on the agreement. I therefore recommend that an appropriation may be made, of the amount necessary to carry it into effect.

Other captures of a similar character may, and probably will be made by our naval forces, and I earnestly recommend that Congress may amend the second section of the act of March 3, 1819, so as to free its construction from the ambiguity which has so long existed, and render the duty of the President plain in executing its provisions.

I recommend to your favorable regard the local interests of the District of Columbia. As the residence of Congress and the executive departments of the government, we cannot fail to feel a deep concern in its welfare. This is heightened by the high character and the peaceful and orderly conduct of its resident inhabitants.

I cannot conclude without performing the agreeable duty of expressing my gratifications that Congress so kindly responded to the recommendation of my last annual message by affording me sufficient time before the close of their late session, for the examination of all the bills presented to me for approval. This change in the practice of Congress has proved to be a wholesome reform. It exerted a beneficial influence on the transaction of legislative business, and elicited the general approbation of the country. It enabled Congress to adjourn with that dignity and deliberation so becoming to the representatives of this great republic, without having crowded into general appropriation bills, provisions foreign to their nature, and of doubtful constitutionality and expediency. Let me warmly and strongly commend this precedent, established by themselves as a guide to their proceedings during the present session.

JAMES BUCHANAN.
Washington City, Dec. 6, 1858.

GOOD GOODS!
DRUGS & MEDICINES!
HARDWARE,
SPRAGUE & HAWKS.
THE UNITED STATES,
A New Patent Elevated Oven
COOKING STOVE
ON AN ENTIRELY ORIGINAL PRINCIPLE.
In this valuable invention we do away with all the objections ever made to the elevated Oven. The pipe is placed in front of the oven, forming a part of the oven itself, and by this means we are enabled to regulate the baking more perfectly than in any other stove which was ever made. We have but one damper to it, which has three wings never liable to get out of order, and is also patented. By turning the damper one way, we force all the heat and flame under and up in the back of the oven, over the top, and thence down in front, until it enters into the flue, and passes off the curvature in the bottom of the oven, which requires the heat to descend, and keeps the oven during the cooking. Reversing the same damper, we totally exclude the entire heat from the oven, all passing into the flue direct, without ever reaching the oven. This simple and beautiful arrangement needs, we are certain, no further recommendation from us. The pipe being thus located, the stove can be set close to the wall or side of the room, with a small brick or tiled board hung on the wall, the pipe being so far from the wall as not to injure it. The stove, so set, will occupy less room than ordinary square or dividing flue stoves.

A number of these Stoves have been sold recently, and have given

Entire Satisfaction!

We refer to T. C. Spire, J. M. Spencer, Dr. F. Dick, Mr. Riddick, W. R. Conine, H. Michael, and twenty others in this village, and also to Mr. of Little Prairie, Hendry, J. G. Leonard, United Putnam, and numerous others in the country.

We have also several other patterns of Cook stoves warranted to give satisfaction. Also a general assortment of

HARDWARE,
NAILS,
IRON,
GLASS,
SASH,
DOORS,
HOUSE TRIMMINGS,
Carpenter's Tools, Foreign and Domestic Cutlery, Cross-cut Saw-Mills, and Circular Saws, Tinware, and all the articles usually kept in a hardware store.

Our Prices Shall give Satisfaction!
SPRAGUE & HAWKS.
Oct. 7, 1858.

GIFTS, GIFTS, GIFTS.
SPLENDID GIFTS!
At 499 Chestnut St., the only Original Gift Book

G. E. EVANS would inform his friends and the public that the Star Gift Book and Publishing House is permanently established in Brown's splendid Iron Building 499 Chestnut St., two doors below Fifth, where the purchaser of each book at the regular retail price, will receive one of the following gifts, valued at 25c. to \$100:

500 Patent English Lever Gold Watches \$100.00
500 Patent Anchor Lever Gold Watches 50.00
400 Ladies' Gold Watches, 18k. cases 35.00
600 Silver Hunting Watches, warranted 10.00
500 Parlor Timepieces 10.00
500 Cane Sets, Ear Drops and Pins 12.00
500 Ladies' Gold Bracelets \$5.00 to 12.00
500 Gentles' Vest and Fob Chains 10.00
1000 Gold Lockets (large size, each) 10.00
2000 Gold Lockets, (small size) 5.00
500 Extra Large Gold and Silver 2.50
2500 Gold Pencils, (Ladies') 2.50
2500 Gold Pens with Silver Pencils 2.50
2500 Gold Pens with Silver Pencils 2.50
5000 Gold Rings, (Ladies') 1.50
5000 Gold Rings, (Gentles') 1.50
2500 Misses' Gold Bracelets 1.50
2000 Pocket Knives 1.50
2000 Sets Gentles' Gold Sleeve Buttons 2.50
2000 Pairs of Ladies' Ear Drops 2.50
Ladies' Pearl Card Cases 2.50
1500 Ladies' Cuffs, Jet or Mosaic Pins 2.50
2500 Ladies' Shawl and Ribbon Pins 1.50
2500 Articles of Gold Jewelry, Gift Books, &c., not enumerated in the above, from 25 cents to \$25.

Evans' new Catalogue, which is sent free to all parts of the country, contains all the most popular books of the day, and the newest publications of which will be sold as low as can be obtained at other stores.

Agents wanted in every town in the Union. Those desiring to act, can obtain full particulars, by addressing as above.

"N. B.—Being largely interested in publishing books, and buying from other publishers in immense quantities, for cash, I am enabled to make larger discounts to country agents and book dealers than can be had at any other house in the country."

Any book published in the United States, the retail price of which is \$1 or upwards, will be promptly sent, gift included, on receipt of publisher's price.

An extra \$1 book and gift, given to any person ordering ten books to be sent to one address.

Send for a catalogue.

G. E. EVANS, Publisher,
499 Chestnut St., Philadelphia.

HOWARD ASSOCIATION,
Philadelphia.

A benevolent Institution established by special Act of Congress for the Relief of the Sick and Destitute, afflicted with Venereal and Syphilitic Diseases.

THE HOWARD ASSOCIATION, in view of the fearful destruction of human life, caused by venereal diseases, and the deep depredations upon the unfortunate victims of such diseases, by quicks, several years ago directed their Consulting Surgeon, as a CHARITABLE ACT worthy of his name, to open a Dispensary for the treatment of this class of diseases, in all their forms, and to give MEDICAL ADVICE GRATIS to all who apply by letter, with a description of their condition, (age, occupation, habits of life, &c.) and in cases of extreme poverty, to FURNISH MEDICINES FREE OF CHARGE.

It is similar to that of the Association commands the highest Medical skill of the age, and will furnish the most approved modern treatment.

The Directors of the Association, in their Annual Report upon the treatment of Sexual Diseases, for the year ending January 1st, 1858, express the highest satisfaction with the success which has attended the labors of the Consulting Surgeon in the cure of Syphilis, Gonorrhea, Seminal Weakness, Impotence, and other diseases of the Sexual System, and they have resolved to devote themselves, with renewed zeal, to this very important and most despicable disease.

A number of cases of Syphilis, Seminal Weakness, the vice of Onanism, Masturbation, or Self-abuse, and other diseases of the sexual organs, and the various complications, will be sent (in a sealed envelope), FREE OF CHARGE, on the receipt of TWO STAMPS for postage. Other Reports, and notices on the nature and treatment of sexual diseases, diet, &c., are constantly being published for gratuitous distribution, and will be sent to those who send a share of the patronage of our friends and the public.

Address, for Report or treatment, DR. GEORGE R. CALDWELL, Consulting Surgeon, Howard Association, No. 2 South Ninth Street, Philadelphia, Pa., by order of the Directors.

GEORGE R. CALDWELL, President.
Geo. FAIRCHILD, Secretary.
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FOR
FEVER & AGUE
AND SIMILAR COMPLAINTS,
USE
PROF. MOTT'S
FEBRIFUGE
WINE,
IN QUART BOTTLES

This great antidote for Fever and Ague, sold by M. H. Hollister, Dowagiac, and country dealers generally.

Ohio State and Union Law College.

This Institution has been removed to Cleveland Ohio. Degrees are legally conferred, and students upon Graduating may be admitted to practice. For Circulars address Cleveland, Ohio.

M. A. KING, Secretary.
Sept. 20. n3329

THE BEST ASSORTED STOCK!
In town, of every kind of goods usually kept in a Drug Store.

Call and See for Yourself,

At the old Store of L. BREWER & CO., you can find always a good supply of

Drugs & Medicines,
PAINTS AND OILS,
Patent Medicines
DYE STU'S,
Perfumery & Toilet Soaps,
BURNING FLUID,
LAMP OIL,
Pure Wines and Liquors,
FOR MEDICINAL PURPOSES.

ALSO,
A Few Choice Groceries.
BEST BRANDS OF TOBACCO & CIGARS!

Physicians will be furnished at a discount.

We sell exclusively for CASH, and by so doing are enabled to undersell any shop when they do credit business.

Dr. M. Porter's Office is connected with the store, and will wait upon all wishing Prescriptions.

Please Call before Purchasing Elsewhere.

D. W. CLEMMER.
Dowagiac, April 25th, 1858. apr25-1y

INDEMNITY.
AGENCY
PHENIX INSURANCE CO.

HARTFORD, CONN.
Cash Capital, \$200,000.
WITH A LARGE SURPLUS.
S. L. LOOMIS, President.
H. KELLOGG, Secretary.

LOSSES
Equitably Adjusted and Promptly Paid.
JAMES M. SPENCER, Agent.
may24y1 Dowagiac, Mich.

CHOICE FIRST CLASS INSURANCE
BY THE
PHENIX INSURANCE CO.
HARTFORD, CONN.

Incorporated 1819—Charter Perpetual.

FIRE AND INLAND
Navigation Insurance!

CALLS the attention of its friends, patrons, and the public generally, to the following facts: Of its having a Cash Capital of \$500,000, with Assets amounting to

\$1,307,903.42!

Has transacted business successfully 28 years, and continues to progress in health, wealth and vitality. Paid an aggregate loss of over \$10,000,000.

Is organized on a National basis, with local Agencies in all principal places, under a mercantile system; founded on a cash standard, with an available reputation, alike the same on the banks of the Hudson or the Mississippi, the Gulf of Mexico or the Northern Lakes; presenting a powerful organization as a conservator of public good and bond of integrity equal to all emergencies it undertakes, worthy the stability and dignity of an eminent American Incorporation. On merit alone founding its claims to patronage and favor. Affording superior facilities and security in matters of Insurance—Commercial, Mechanical, Mercantile or Rural, while ranking for importance and public service the first Fire Insurance Companies of America.

Insures at rates and terms as liberal as the risks assumed permit, for solvent and profitable.

Special attention given to the Insurance of Dwellings and Contents, for a period of from one to five years.

Losses equitably adjusted and promptly paid.

James M. Spencer, Agent.
At Dowagiac, Mich.
sept-24y1

AYER'S
Agrie Cure,
FOR THE SPEEDY CURE OF
Intermittent Fever, or Fever and Ague,
Remittent Fever, Chills Fever, Dumb
Ague, Periodical Headache, or Bilious
Headache, and Bilious Fever, indeed
for the whole class of diseases originating
in biliary derangement, caused by
the Malaria of miasmatic countries.

No one remedy is louder called for by the necessity of the American people than a sure and safe cure for Fever and Ague. Such we are now enabled to offer, with a perfect certainty that it will eradicate the disease, and with assurance, that no harm can arise from its use in any quantity.

That which protects from or prevents this disorder must be of immense service in the communities where it prevails. *Dysentery* is better than cure, for the patient escapes the risk which he must run in violent attacks of this baleful distemper. This "Cure" expels the miasmatic poison of FEVER AND AGUE from the system, and prevents the development of the disease, if taken on the first approach of its precursory symptoms. It is not only the best remedy ever yet discovered for this class of complaints, but also the cheapest. The large quantity of supply for a dollar brings it within the reach of every body; and in bilious districts, where FEVER AND AGUE prevails, every body should have it and use it freely both for cure and protection.

It is hoped this price will place it within the reach of all the poor as well as the rich. A great superiority of this remedy over any other ever discovered for the speedy and certain cure of Intermittents is, that it contains no Quinine or mineral, and consequently does not produce no quinine or other injurious effects whatever upon the constitution. Those cured by it are left as healthy as if they had never had the disease.

Fever and Ague is not alone the consequence of the miasmatic poison. A great variety of disorders arise from its irritation, among which are Neuralgia, Rheumatism, Gout, Headache, Blindness, Toothache, Eczema, Catarrh, Asthma, Palpitation, Painful Affection of the Spleen, Hysteria, Pain in the Bowels, Colic, Paralysis, and Derangement of the Stomach, all of which, when originating in this cause, put on an intermittent type, or become periodic. This "Cure" expels the poison from the blood, and consequently cures them all alike. It is an invaluable protection to immigrants and persons travelling or temporarily residing in malarious districts. If taken occasionally or daily while exposed to the infection, that will be exerted from the system, and cannot accumulate in sufficient quantity to produce any serious effects. It is equally valuable for protection than cure, and few will ever suffer from Intermittents, if they avail themselves of the protection this remedy affords.

Ayer's Cathartic Pills,
FOR ALL THE PURPOSES OF A FAMILY PHYSIC,
are so composed that disease within the range of their action can rarely without or evade them. Their purgative properties search out and invigilate every portion of the human organism, correcting its diseased action, and restoring its healthy state. As a family medicine, the invalid who is bowed down with pain or physical debility is astonished to find his health or even cured by a remedy so easy and so simple and invigilate.

Not only do they cure the every-day complaints of every body, but also the most dangerous and dangerous diseases. The agent below named is pleased to furnish gratis any American Almanac, containing certificates of cures, and a list of the names of the persons cured, for their use in the following complaints: *Catarrhes, Heartburn, Headache arising from disordered action of the bowels, Indigestion, Flatulency, Inaction of the Bowels, Flatulency, Loss of Appetite, Jaundice, and other kindred complaints, arising from a deranged state of the bowels, or of its functions. They are an excellent preparation for the renovation of the blood and the restoration of tone and strength to the system debilitated by disease.*

Ayer's Cherry Pectoral,
FOR THE RAPID CURE OF
Coughs, Colds, Influenza, Hoarseness,
Croup, Bronchitis, Incipient Consumption,
and for the relief of Consumptive
Patients in advanced stages of the
disease.

So wide is the field of its usefulness, and so numerous are the cases of its cures, that almost every section of the country is supplied with a remedy which has been restored from alarming and even desperate diseases of the lungs by its use. When once tried, its superiority over every other medicine of its kind is too apparent to except observation, and where its virtues are known, the public no longer hesitate to purchase it for the distressing and dangerous affections of the pulmonary organs that are incident to our climate. While many inferior remedies are upon the market, it is a rare privilege to find a preparation of its kind, which has gained friends by every trial, conferred benefits on the afflicted that can never forget, and produced cures too numerous and too remarkable to be forgotten.

PREPARED BY
DR. J. C. AYER & CO.
LOWELL, MASS.

FOR SALE BY
N. R. HOLLISTER AND A. HUNTINGTON,
Dowagiac, Mich. 1y-jul29-54

NEW LIVERY STABLE.
A LIVERY A. SMITH, Mortgagee.
James Sullivan, Attorney.
Dated October 27th, 1858. oct28-27y18

PALMER & DENISON.
WE are now prepared to supply those who may favor us with a call, with
GOOD AND SUBSTANTIAL LIVERY STOCK,
Consisting of Single Seated, Open and Covered
Buggies;
Two-seated opened and covered
Carriages;
Also fancy and single two-seated
Sleighs;
And all the appendages usually attached.
Our Horses are young, sound, gentle and fleet. Carriages new, and will be kept at all times clean and tidy, to suit the most fastidious.
We would respectfully solicit, and hope to merit, a share of the patronage of our friends and the public.

Enquire at the Exchange Hotel, or at the store of L. Brewer & Co.
Dowagiac, April 25th, 1858. apr25-1y

SHERIFF'S SALE.
BY virtue of an execution issued out of and under the seal of the Circuit Court for the County of Cass and State of Michigan, to me directed and delivered, I have levied upon, and shall expose at public sale, at the Court House, in the village of Cassopolis, in the County of Cass aforesaid, on Thursday, the thirtieth day of December, A. D. 1858, at one o'clock in the afternoon of said day, the following described real estate, to wit: The west half of the north-east quarter of section twenty-two, in township five north, range sixteen west, and the east half of the north-east quarter of section twenty-four, and the east half of the north-east quarter of section twenty-five, all in township six north, range sixteen west, and the east half of the north-east quarter of section twenty-six, all in township six north, range sixteen west, in said County of Cass, and State of Michigan.

Dated at the Sheriff's Office,
Cassopolis, 8th Nov., A.D. 1858. j nov11-8w

JAS. PATTON & Co.,
Painters!
House, Sign and Carriage Painting,
GLAZING AND PAPER HANGING,
EXECUTED in the best manner, and on the most reasonable terms.
Shop over Patton's new Store, opposite the American Hotel, Dowagiac, Mich. apr29-1y

INK!
The very best of Blue, Red, and Black, at ALWARD'S BOOK-STORE,
Oct. 7, 1858. oct7-1y

Mortgage Sale.
DEFAULT having been made in the payment of a sum of money secured to be paid by Indenture of Mortgage, bearing date the second day of January, A. D. 1857, in favor of the County of Cass and State of Michigan, to Hiram S. Haddell, of the same place, and recorded in the Register of Deeds of said County, in Liber G of Mortgages, on page one, on the twenty-third day of January, A. D. 1857, which said Mortgage was duly assigned by Hiram S. Haddell, deceased, to Silas Ireland, of Dowagiac, on the 7th day of May, 1858, which said assignment was duly recorded in the office of the Register of Deeds for said County, in Liber H of Mortgages, on page 184, on the sixteenth day of October, A. D. 1858, and the amount claimed by said mortgage to wit: Five acres of the south part of the north-east quarter of the north-east quarter of section seven, and sixty-three cents, and the time for the payment of said sum of money having expired, and no suit or proceedings either at law or equity having been instituted for the recovery of said money any part thereof, notice is therefore hereby given that in pursuance of a power of sale contained in said mortgage, and in pursuance of the Statute in such case made and provided, the premises described in said mortgage, to wit: Five acres of the south part of the north-east quarter of the north-east quarter of section seven, and sixty-three cents, and the time for the payment of said sum of money having expired, and no suit or proceedings either at law or equity having been instituted for the recovery of said money any part thereof, notice is therefore hereby given that in pursuance of a power of sale contained in said mortgage, and in 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